

CONTRACT

BETWEEN

CITY OF MERRILL, IOWA

AND

TEAMSTERS LOCAL #554

July 1, 2006
through
June 30, 2007

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ARTICLE 1

DEFINITIONS

A. City or Employer

As used in this Agreement, the terms "City" or "Employer" shall mean the City of Merrill, Iowa, or its authorized representatives.

B. Employee

As used in this Agreement, the term "Employee" shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board in Case Number 7150.

C. Union

As used in this Agreement, the term "Union" shall mean the General Drivers and Helpers Union, Local No. 554, affiliated with the International Brotherhood of Teamsters, or its authorized representatives.

ARTICLE 2

RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Act and in recognition of the Board's certification of the Union in Case No. 7150, the City does hereby recognize the Union during the term of this Agreement, as the sole and exclusive representative for all Employees of the City included in the Bargaining Unit as:

Included: All employees of the City of Merrill, Iowa.

Excluded: All supervisory employees, managerial employees, confidential employees, and all other excluded by Iowa code Section 20.4.

ARTICLE 3

MANAGEMENT RIGHTS

Employer retains the full and unrestricted right to direct the operations and management of all manpower, facilities, and equipment, to set and amend budgets, to establish work schedules and assign overtime, to determine the utilization of technology and equipment, to determine and establish functions, program and level of service to be provided to determine whether services should be provided or purchased, to establish and modify the organizational structure, to select, direct and determine the number of personnel and to perform any inherent managerial functions, except as expressly limited by the terms and provisions of this agreement.

ARTICLE 4

UNION DUES

A. Dues Checkoff

1. Upon receipt of a voluntary written individual order therefore from any of its Employees covered by this Agreement on forms provided by the union, the City will deduct from the pay due such Employee those dues, initiation fees, and other uniform assessments.
2. Such order shall be effective only as to Membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the Employee has sufficient earnings to cover same after deductions for Social Security, Federal Taxes, State Taxes, Retirement, Health Insurance and Life Insurance and other deductions authorized by the employee/employer and any other deductions authorized by the employee/employer. Deductions shall be in such amount as shall be certified to the City, in writing, by the authorized representative of the Union.

B. Termination of Dues

Such orders shall be terminable with written notice to the City and the Union either between June 15th and June 30th of the last year of each Contract or within a two week period following the anniversary date of the Employees authorization to withhold dues. The City agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions shall cease within sixty (60) calendar days from receipt of the Employees notice to terminate dues deduction.

C. Team Legal

This Section is for the purpose of deductions from an employees payroll for participation in the Professional Law Enforcement Association Legal Defense Plan (PLEA Legal Defense Plan).

The City of Merrill Iowa agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions, to PLEA Legal Defense Plan. The PLEA Trust Fund shall notify the City of Merrill, Iowa of the amount to be deducted by each participating employee from his/her paycheck on a monthly basis. The City of Merrill Iowa shall transmit to the PLEA Trust Fund on a monthly basis in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, that employee's social security number and the amount deducted from the employee's paycheck. Employees may discontinue contribution status to the PLEA Legal Defense Fund by submitting their request in writing to the PLEA Trust Fund.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean only a complaint that there has been an alleged violation of any specific provisions of this agreement not specifically excepted from the grievance procedure.

B. General Provisions

1. Every employee covered by this agreement shall have the right to present grievances in accordance with these provisions. Any aggrieved person may be represented at all formal levels of the grievance procedure by the employee himself/herself, or by the employee and a representative from the Union if the employee chooses to have a representative with him/her.

2. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a supervisor's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however may be extended by mutually written agreements.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the work activities of the grieving employee.

C. Processing Grievances

1. First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and the City Clerk or his/her designate assign.

1. Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the City Clerk or the City Clerks designated representative. The written grievance shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fourteen (14) calendar days from the act or omission giving rise to the grievance, or when it should have been reasonably discovered. The City Clerk, or designated representatives shall make a decision on the grievance and communicate it in writing to the employee and the City Clerk within fourteen (14) calendar days of the third step grievance meeting and communicate it in writing to the employee.

2. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) calendar days of the date of the written decision at the second step, a copy of the grievance with the City Clerk. Within fourteen (14) calendar days after such written grievance is filed, the grievant and the City Clerk, or designee, shall meet to resolve the grievance. The City Clerk, or designee, shall file an answer within fourteen (14) calendar days of the third-step grievance meeting and communicate it in writing to the employee.

3. Fourth Step

In the event a grievance has not been satisfactorily resolved at the third step, a party may, within fourteen (14) calendar days of the date of the written decision at the third step, demand arbitration by giving the other party written notice of such demand.

Within seven (7) calendar days after a party's receipt of the written notice demanding arbitration, the parties shall attempt to agree upon the selection of an arbitrator. If they cannot so agree, the party demanding arbitration shall request a list of seven (7) arbitrators from the Iowa Public Employment Relations Board. Beginning with the party demanding arbitration, the

parties shall alternately strike names from the list until only one name remains, and that person shall be the arbitrator.

An arbitrator selected pursuant to the fourth step of this Article shall schedule a hearing on the grievance and the date for such hearing shall be determined by the parties within sixty (60) calendar days following the date of the written notice of demand for arbitration. After hearing such evidence as the parties desire to present, the Arbitrator shall issue a written opinion and award. The arbitrator's decision must be issued within thirty (30) calendar days of the arbitration hearing. The time periods may be extended due to circumstances beyond reasonable control of either party.

The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. A decision of the arbitrator, within the scope of his/her authority, shall be final and binding upon the City, the Union and the aggrieved Employee(s).

The City and the Union will share equally the costs of arbitration, including the fees and expenses of the arbitrator. Any other expenses shall be paid by the party incurring them.

D. Election of Remedies

If an employee files a grievance under this procedure, the employee waives his or her right to file a claim or complaint under any other procedure and in any other forum pertaining to or arising out of the same set of facts and circumstances. If an employee files a claim or complaint under any other procedure or in any other forum, the employee waives his or her right to file a grievance under this procedure pertaining to or arising out of the same set of facts and circumstances.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1.

The Employer shall have the right to adopt and put into effect rules and regulations not in conflict with this agreement. All employees shall be subject to such rules and regulations and any violations may be considered just cause for disciplinary action or discharge. If rules are deemed unreasonable by the union, said issue may be subjected to the grievance procedure.

The purpose of employee discipline is to advise the employee of the infraction in such a manner as to ensure that such behavior will not be repeated. Discipline shall be imposed for just cause only.

Disciplinary actions shall be progressive in nature and shall include the following:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Copies of disciplinary actions shall be given to the employee and forwarded to the Local Union Business Representative.

Section 2.

Employees who have been suspended or discharged and who have completed their introductory period, may process a grievance through the grievance procedure. Oral and/or written reprimands may be protested in writing by the employee and such protests will be placed in the employee's personnel file and may be used in the event of disciplinary time off or discharge of the same or similar infraction.

For purposes of progressive discipline, disciplinary actions shall be active for twelve_(12) months from the date of discipline.

Section 3.

If the Employer has reason to reprimand an employee, it shall be done within fourteen (14) days of the incident, in a reasonable and professional manner and not before other employees or the public, except where impractical. The time period may be extended due to circumstances beyond reasonable control of the administration.

Section 4

The employer has the right to suspend and/or terminate any employee immediately for just cause.

Just cause, for the purpose of termination or suspension, includes but is not limited to the following:

- a. Possession of alcoholic beverages during working hours.
- b. Consumption of alcoholic beverages or illegal drugs during working hours or being on the job in an unfit condition because of the consumption of the above including prescription drugs.
- c. Selling or possession of, or using legally prohibited drugs and/or drug paraphernalia.
- d. Employment connected theft, burglary, or battery.
- e. Willful and/or reckless neglect of duty.
- f. Dishonesty.
- g. Any absence of three (3) or more consecutive days without an excuse or notification.
- h. Violence, or threat of violence, in the workplace.
- i. Any Officer convicted of OWI violation.

ARTICLE 7

DISCRIMINATION

The City will not interfere with or discriminate, in respect to any term or condition of employment, against any Employee covered by this Agreement because of membership in the Union or legitimate and legal activity required in this Agreement on behalf of the Union.

The Union recognizes its responsibilities as the exclusive bargaining representative and agrees to represent all Employees in the unit without discrimination, restraint or coercion.

The provisions of this Agreement shall be applied equally to all Employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or disability. The Union shall share equally with the City the responsibilities for applying this provision of the Agreement. Further, the Union agrees to cooperate fully in any affirmative action program or activity undertaken by the City or required of the City by any agency of the State or Federal Government.

ARTICLE 8

USE OF BULLETIN BOARD

The City will provide reasonable space for official Union Business on the bulletin board in Maintenance Department Building. Use of the board shall be limited to the following general types of notices:

- A. Listing of Union Officers and Officials.**
- B. Union meetings.**
- C. Union elections.**
- D. Necessary and proper Union business and information.**

Any material posted on the bulletin boards as provided in this Article shall not contain anything in violation of federal or state laws; nor shall it contain personal references to individuals. Union stewards and union officials and representatives shall be entitled to post the material provided on the designated bulletin board space. Any union material posted on the bulletin board shall be identified as authenticated and authorized by the union business representative.

ARTICLE 9

SENIORITY

A. Definition Police Department

Section 1.

Seniority shall mean length of continuous full-time, regular service in the service of the City since the employee's last date of hire.

If the employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer.

If the employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before initial appointment as a patrol officer, the probationary period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one Iowa jurisdiction to another shall be employed for a probationary period of nine (9) months.

During the period of probation, employees may be removed or discharged from such position without the right of appeal.

Section 2. **Maintenance Department**

The probationary period for general personnel shall be six (6) months.

Section 3.

Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

Section 4.

If action is not taken by the appointing authority to report to the probationary employee that he/she has not qualified for permanent status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and acquired permanent status.

B. Break in Seniority.

An employee's seniority shall be broken so that no prior period or periods of employment shall be counted and his/her seniority shall cease upon:

1. Discharge.
2. Voluntary quitting.
3. Absence without notification for three (3) consecutive working days, unless excused by the Employer.
4. Absence due to lay off which continues for more than one (1) year.
5. Failure of an employee to return to work upon recall within twenty one (21) calendar days after notice is mailed to him/her by the Employer by certified mail to his/her last

known address appearing on its records, unless subsequently excused by the Employer.

ARTICLE 10

REDUCTION IN FORCE AND RECALL

A. Order of LayOff

Whenever it becomes necessary for Employees to be laid off, the Employees shall be laid off in reverse order of their seniority as defined in this Agreement.

B. Notice

All Employees laid off in accordance with the provisions of this Article as per authority of the City, shall be given written notice by the City Clerk of such layoff at least fourteen (14) calendar days prior to the effective date.

C. Eligibility for Recall

The names of Employees laid off shall be placed on a re-employment list. Such persons shall be eligible for re-employment in reverse order of layoff for a period of one (1) years, provided that they are still qualified and able to perform the job.

D. Removal

When an Employee is notified to return to work, the employee must advise the Employer of his/her desire to return to work within seven (7) calendar days of the date of the notification and the employee must return to work within twenty-one (21) calendar days of the date of the notification or he/she will be automatically dropped from the re-employment list.

ARTICLE 11

HOURS OF WORK AND OVERTIME

A. Workday/Shift

The Police Department - The normal workday/shift shall be eight (8) hours inclusive of a paid meal period, with set hours. However, shifts may be changed or varied subject to approval of City Council.

The Maintenance Department - The normal workday shall be eight (8) hours exclusive of a paid meal period.

B. Work Week

The regular work week for employees will begin at 6:00 A.M. on Sunday and end at 5:59 A.M. on the following Sunday. Employees will be paid bi-weekly.

C. Overtime

1. For the purposes of calculating overtime for all hours worked in excess of 8 hours in one (1) workday or shift or for all hours in excess of 40 hours during a work period. Employees shall be compensated at the rate of one and one-half (1 ½) times their hourly rate for all hours in excess.

2. Compensatory Time. An employee may choose compensatory time off in lieu of overtime or call back time.

An employee desiring compensatory time off rather than overtime pay shall notify the Employer in writing prior to the cutoff period for computing wages for the period in which the payment would ordinarily have been made. The Employer shall keep a record of any compensatory time which an employee has earned or used and the employee may request to see such record at any reasonable time. Compensatory time will be taken at times requested by the employee.

A maximum of forty (40) hours of compensatory time may be accumulated by an employee. This maximum may be extended by the City Clerk or his designee due to emergency situations. Every effort will be made not to carry over any accumulated compensatory time to the next contract year. An employee who has accumulated more than forty (40) hours of compensatory time shall be compensated for all hours in excess of forty (40) hours.

D. Meal Periods and Breaks

Police officers shall be granted a one hour meal period with pay. Employees shall remain on call during their paid meal period.

Employees shall receive, a fifteen (15) minute paid break at or near the middle of the first half and the last half of their scheduled workday.

E. Call Back Time

An employee who is called back to work by the employer shall receive a minimum of two (2) hours after a normal work day.

F.

The City of Merrill Police Officer and Maintenance Employee shall be required to attend the regular monthly Merrill City Council Meeting on the third Monday of each month for purposes of activity reports as scheduled on the meeting agenda without any additional compensation. Any special meetings of the Merrill City Council requested by the City Employee or wherein the Mayor and/or City Council requests the employee's attendance in order to effectively administer the government needs of the City of Merrill, Iowa, shall be attended by the employee as requested without further compensation.

G.

Full time City of Merrill employees including the Police Officer and the Maintenance Employee shall be required to maintain his or her primary place of residence within the City of Merrill, Iowa, as a condition of employment with said residency to be established not later than six months from the date of employment.

ARTICLE 12
FUNERAL LEAVE

A. Funeral Leave

1. In case of a death of a spouse, child (including a step child), parent (including stepparent, or spouse parent (including spouses stepparent) the employee will be granted five (5) full days of paid leave which may be taken at any time commencing with the death of a spouse or child and parent.

2. In the case of a death in the immediate family an employee will be granted not to exceed three (3) full days of paid leave in order to arrange and to attend the funeral. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending to the day of the funeral. "Immediate family" is defined as grandparents, spouse's grandparents, spouse's relatives, a sister (including stepsister), a brother (including stepbrother), or a sister or brother of a spouse (including stepsister or brother of a spouse).

An employee will be granted one (1) day for a close friend to attend the funeral.

In the event that an employee requires additional time off from work in order to attend a funeral of a family member, the employee may, with written approve of the City Clerk, be given additional time off from work without pay or comp time.

ARTICLE 13
VACATIONS

A. Accumulation

Subject to and in accordance with the provisions of this article, employees shall earn paid vacations after continuous active service pursuant to the following schedule:

Eight Hour Shift Employees

<u>Years of Service</u>	<u>Weeks Earned</u>
One (1).....	One (1) Week
Two (2).....	Two (2) Weeks
Ten (10)	Three (3) Weeks
Fifteen (15)	Four (4) Weeks

B. Payment Upon Separation

An employee, who terminates employment, voluntarily or involuntarily, shall receive any vacation earned by the employee and not previously taken.

C. Scheduling

The City Clerk shall approve scheduling of vacation for all employees. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the City; provided that the final right to allot vacation periods, and the right

to change such vacation periods is reserved exclusively to the employer. No more than one (1) employee within a department may take vacation at any one time without the written permission of the City Clerk.

D. Holidays within a Vacation

In the event that a holiday falls within an employee's vacation period such day will not be counted as a day of vacation.

E. Vacation Pay

Vacation pay shall be the employees regular earnings. Employees shall not carry over vacation in to the next calendar year.

ARTICLE 14 HOLIDAYS

Section 1.

The following days are recognized as paid holidays:

New Years	the first day in January
Memorial Day	the last Monday in May
Independence Day	the 4 th of July
Labor Day	the 1 st Monday in September
Veteran's Day	the 11 th day of November
Thanksgiving Day	the 4 th Thursday in November
Christmas Day	the 25 th of December

Section 2

In those cases when the holiday falls on Saturday, it shall be observed on the preceding Friday, and in those cases when the holidays falls on Sunday, it shall be observed on the following Monday.

Section 3.

A regular full time employee shall be paid at the employee's straight time hourly rate for eight (8) hours, for each of the holidays not worked as set forth in this Article during the period in which they are actively employed. All employees required to actually work on any recognized holiday shall be paid double time for time actually worked on the holiday.

Section 4

To be eligible for holiday pay, an employee shall work, or be on approved paid leave, their last scheduled work day immediately before, and their first scheduled work day immediately following each holiday.

ARTICLE 15
SICK LEAVE

Sick leave with pay shall be 12 days per year and can accrue to thirty (30) days. Any period of sick leave of more than three days must be verified by a doctor's certificate if pay is to be allowed. Accumulated sick days will not be reimbursed in excess of thirty (30) days and there is no carry over of sick leave from year to year.

ARTICLE 16
HEALTH INSURANCE

The city will continue to provide health insurance for employees with family coverage, but an employee may elect single coverage.

The Union acknowledges that the employer reserves the right to modify such insurance benefits during the term of this contract.

However, the Employer and the Union agree that the currently provided insurance program benefits shall be treated as a minimum standard for such insurance coverage during the term of this contract.

In the event the employer modifies the existing insurance program during the term of this contract or designates a totally different insurance program, the Employer agrees that the benefits provided by such new plan shall equal or exceed the benefits in the existing insurance program.

ARTICLE 17
PENSION

All employees shall be covered by IPERS as per state law for pension benefits.

ARTICLE 18
WAGES

Effective	<u>July 1, 2006</u>
Bradley Brooks	\$14.90 per hour
William Merchant	\$13.75 per hour

ARTICLE 19
EQUIPMENT AND UNIFORM POLICY

The City agrees

1. To maintain the current policy regarding the provision and replacement of uniforms and equipment and will provide William Merchant - \$400.00 annually and Bradley Brooks - \$400.00 annually.
2. The City will provide for the replacement of protective vests whenever the warranty period for the vest issued to employee has expired or whenever the vest is damaged in the line of duty.

ARTICLE 20
DURATION AND SIGNATURE

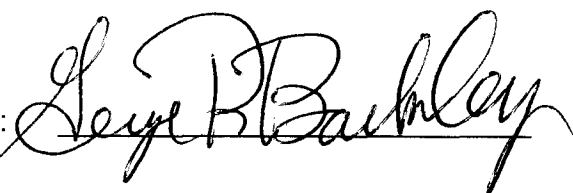
A. Duration

The Agreement shall be effective on July 1, 2006 and shall continue in effect until June 30, 2007.

B. Signature Clause

IN WITNESS WHEREOF the parties hereto have cause this Agreement to be executed by their duly authorized representatives on the dates indicated below.

For the City of Merrill, Iowa

By: 

Title: Mayor, City of Merrill

Date: May 15, 2006

For Teamsters Local Union #554
Affiliated with the International
Brotherhood of Teamsters

By: 

Title: President

Date: May 9, 2006